

SERIAL 08015 C LAMPS AND BALLASTS

DATE OF LAST REVISION: May 19, 2011

CONTRACT END DATE: June 30, 2014

CONTRACT PERIOD THROUGH JUNE 30, ~~2011~~ 2014

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **LAMPS AND BALLASTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 26, 2008**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/mdm
Attach

Copy to: Materials Management
Richard Crago, Facilities Management

(Please remove Serial 01188-S from your contract notebooks)

INVITATION FOR BID FOR: LAMPS AND BALLASTS

1.0 INTENT:

The intent of this Solicitation is to establish a contract for various types of lamps and ballasts for the Facilities Management Department of Maricopa County.

2.0 SPECIFICATIONS:

2.1 LAMPS AND FIXTURES:

- 2.1.1 Lamps shall be for T5, T8 and T12 fluorescent lamps for fluorescent fixture applications. Lamps shall be low-mercury content and shall be below the legal limit of the EPA's toxicity characteristic leaching procedure.
- 2.1.2 Lamps shall provide a light output not less than 2850 lumens.
- 2.1.3 Color temperature of lamps shall be 3000, 3500, or 4100k.
- 2.1.4 Small fluorescent lamp and ballast combinations must be UL listed and have a standard Edison base.
- 2.1.5 Small fluorescent and ballast combinations must provide a minimum of fifty (50) lumens/watt and a rated average life of 9000 hours (minimum). The lamp portion must be replaceable.
- 2.1.6 The small fluorescent lamp, ballast, and reflector must be designed to replace incandescent floodlights in can lighting fixtures. The lamp must be replaceable. The reflector must direct the light. A lens is not required. The lamp must have a standard Edison base, be UL listed, provide a minimum of fifty (50) lumens/watt and have a rated average life of 9000 hours (minimum).
- 2.1.7 Acceptable brands of lamps are General Electric, Philips, and Sylvania. All lamps shall meet or exceed all specifications noted herein.
- 2.1.8 Energy Saving Lamps: The County intends to assure usage of energy saving lamps by all users. Lamps supplied by this contract must comply with EPACT requirements.
- 2.1.9 Acceptable manufacturers of light fixtures are Lithonia, Columbia, Day-Bright or Kenall (for detention cells).
- 2.1.10 All low Mercury lamps will be clearly marked and have the same performance as standard lamps.

2.2 BALLASTS:

- 2.2.1 Ballasts shall operate lamps at a frequency of 25 KHZ or higher with less than 4% lamp flicker.
- 2.2.2 Ballasts shall operate at an output voltage of 108-132 VAC (120V line) or 249-305 VAC (277V line) at an input frequency of 60 HZ. Light output shall remain constant for line voltage fluctuation of +/-5%.
- 2.2.3 Ballasts shall comply with EMI and RFI limits set by FCC (CFR 47 parts 15 and 18) for non-residential applications and not interfere with normal electrical equipment.
- 2.2.4 Ballasts shall withstand transients as specified by ANSI C.62.41 for location category A3 in the normal mode and location category A1 in the common mode.
- 2.2.5 Ballasts shall meet applicable ANSI standards.
- 2.2.6 Ballasts shall have a minimum power factor of 0.90.
- 2.2.7 Ballasts shall not weigh more than 3 pounds each.
- 2.2.8 Ballasts shall have less than 10% Total Harmonic Distortion (THD).
- 2.2.9 Ballasts height shall be no greater than 2 inches.
- 2.2.10 Ballasts shall meet sound rating "A".
- 2.2.11 Ballasts shall be CBM certified, Class P, and bear the Underwriters Laboratories (UL) label.
- 2.2.12 Ballasts shall have a minimum three (3) year warranty.
- 2.2.13 Ballasts factor shall be 1.0 or below.
- 2.2.14 Electronic ballasts shall not contain polychlorinated biphenyls (PCBs). Electronic ballasts shall meet the requirements of FCC Rules and Regulations, Part 18c and ANSI C.82-11.
- 2.2.15 Ballasts shall provide normal rated lamp life as tested by lamp manufacturers.

- 2.2.16 Ballasts shall have a benign failure code.
- 2.2.17 Ballasts shall operate at 120 volts as well as 277 volts
- 2.2.18 Ballasts shall be designed with a minimum power factor of 85% and an efficiency factor of 1.17 or greater.

2.3 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.4 DELIVERY:

Delivery shall be F.O.B. Destination within two (2) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.5 EXPEDITED DELIVERY:

- 2.5.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 2.5.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 2.5.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.6 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.6.1 Contract Serial number.
- 2.6.2 Contractor's name and address.
- 2.6.3 Using Agency name and address.
- 2.6.4 Using Agency purchase order number.
- 2.6.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.7 ACCEPTANCE:

Upon delivery and/or successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.8 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a warehouse/distribution center(s) and be capable of providing the material(s) listed herein at the time of bid submission.

2.9 DISCONTINUED MATERIALS:

2.9.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

2.9.1.1 Documentation from the manufacturer that the material has been discontinued.

2.9.1.2 Documentation that names the replacement material.

2.9.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.9.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.9.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.9.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.10 WARRANTY:

2.10.1 The minimum warranty period shall be the manufacturers' standard warranty for product(s) other than ballasts. Ballasts shall have a minimum three (3) year warranty (per §2.2.12). Warranty repair and/or replacement shall be performed at no additional charge to the County. All warranty periods shall begin upon acceptance by the Using Agency.

2.11 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.12 INVOICES AND PAYMENTS:

2.12.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

2.12.1.1 Company name, address and contact

2.12.1.2 County bill-to name and contact information

2.12.1.3 Contract Serial Number

- 2.12.1.4 County purchase order number
- 2.12.1.5 Invoice number and date
- 2.12.1.6 Payment terms
- 2.12.1.7 Date of service or delivery
- 2.12.1.8 Quantity (number of days or weeks)
- 2.12.1.9 Contract Item number(s)
- 2.12.1.10 Description of Purchase (product or services)
- 2.12.1.11 Pricing per unit of purchase
- 2.12.1.12 Freight (if applicable)
- 2.12.1.13 Extended price
- 2.12.1.14 Arrival and completion time (if applicable)
- 2.12.1.15 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.12.2 Payment may be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.12.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.13 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

~~Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.~~

Price adjustments, as reflected in the most current publication of the Manufacturer(s)'s catalog(s) are permitted once per contract year following award.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of the County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract

3.9 ORDERING AUTHORITY.

3.9.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, PROCUREMENT OFFICER, 602-506-6476
(hinegardnerc@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

RICHARD CRAGO, SENIOR PROCUREMENT SPECIALIST-FMD, 602 506 8198
(richard.crago@fm.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 EVALUATION CRITERIA.

3.11.1 The evaluation of bids shall be based on, but will not be limited to, the following:

3.11.1.1 Compliance with specifications.

3.11.1.2 Price.

3.11.1.3 Determination of responsibility.

3.11.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide their Bids as follows:

3.12.1 **One (1) original hardcopy.**

3.12.2 **One (1) CD providing all Bid response documents in Word, Excel (Attachment A) and all Bid response documents in PDF format.**

3.12.2.1 **ATTACHMENT A (PRICING)-EXCEL**

3.12.2.2 **ATTACHMENT B (AGREEMENT)-WORD**

3.12.2.3 **ATTACHMENT C (REFERENCES)-WORD**

3.12.3 **Respondents shall address bids identified with return address, serial number and title in the following manner:**

**Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494**

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3.12.4 **Bids must be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the bid closing date.**

3.13 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.13.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.13.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.13.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.13.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.13.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.13.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.13.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.14 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

SUMMIT ELECTRIC SUPPLY, 205 SOUTH 29TH STREET, PHOENIX, AZ 85036-1066

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ %

REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

NOTE: We accept procurement cards – no rebate offered

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES (with prior approval)

PRICING SHEET: NIGP CODE 2855001

1.0 PRICING

<u>PRODUCT CATEGORIES</u>			<u>LIST PRICE MINUS</u>	<u>BRAND BEING BID</u>
1.1	Lamps & Ballasts	Incandescent Lights	<u>89.1%</u>	<u>OSRAM SYLVANIA</u>
1.2	Lamps & Ballasts	Fluorescent Tubes	<u>81.6%</u>	<u>OSRAM SYLVANIA</u>
1.3	Lamps & Ballasts	Compact Fluorescent	<u>83.4%</u>	<u>OSRAM SYLVANIA</u>
1.4	Lamps & Ballasts	Compact Fluorescent, Self Ballasted	<u>83.4%</u>	<u>OSRAM SYLVANIA</u>
1.5	Lamps & Ballasts	Halogen Lamps	<u>80.9%</u>	<u>OSRAM SYLVANIA</u>
1.6	Lamps & Ballasts	Electronic Ballasts	<u>76.3%</u>	<u>OSRAM SYLVANIA/ ADVANCE</u>
1.7	Lamps & Ballasts	Magnetic Ballasts	<u>67.2%</u>	<u>OSRAM SYLVANIA/ADVANCE</u>

Terms: NET 30

Vendor Number: W000003336 X

Telephone Number: 602/267-1000

Fax Number: 602/275-4273

Contact Person: Jerry Perks

E-mail Address: jperks@summit.com

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2014**.